



# Service Agreement – Funding and Service Details

## Disability Services

Version 1.0

**PLEASE NOTE:**

The Service Agreement comprises two parts:

- Funding and Service Details
- Standard Terms

**THE PARTIES:**

<p><b>STATE OF QUEENSLAND</b>, through the Department of Child Safety, Seniors and Disability Services ABN 75 563 721 098</p>
---

and

<b>Funded organisation</b>	[insert]
<b>ABN/ACN</b>	[insert]
<b>Service Agreement number</b>	[Insert the P2i generated contract number in bold e.g. <b>CON_10499.</b> ]

---

# 1. Formation of Service Agreement

## 1.1 Service Agreement

- (a) A Service Agreement will be formed when these Funding and Service Details have been signed by both parties.
- (b) These Funding and Service Details must be read together with the Standard Terms\*.

*\*Note: Refer to the definition of 'Standard Terms' in clause 5 (Definitions and interpretation).*

## 1.2 Commencement and duration

<b>Agreement Commencement Date</b>	[insert a date in dd/mm/yyyy format]
<b>Agreement Expiry Date</b>	The date of expiry or termination of the last remaining Funding OR insert a date in dd/mm/yyyy format Schedule.

## 1.3 Funding Schedules

Each attached Funding Schedule prescribes:

- (a) Funding that We will provide to You, including the basis on which the Funding will be paid; and
- (b) the Services that You must deliver, specified in item 6.1.

## 1.4 Further versions and variation of terms

- (a) If these Funding and Service Details refer to a document, specification, guideline, policy, standard, framework or scheme\* that You must comply with, meet or have regard to, or that applies to any of the Funding or the Services:
  - (i) We may, from time to time, issue or approve a new version of that document, specification, guideline, policy, standard, framework or scheme;
  - (ii) We will notify You about any new version, the date that it is to take effect from and the Funding or Services to which it relates; and
  - (iii) from the date of effect stated in the notice, the new version will apply to the Funding or Services described in the notice.

*\*Note: If these Funding and Service Details refer to a document, specification, guideline, policy, standard, framework or scheme published or available on Our Website and You cannot locate it on Our Website, please contact Us and We will assist You or provide You with a copy.*

- (b) We may, from time to time, vary clause 3 (Departures from Standard Terms), clause 4 (Specific Terms of Funding) or clause 5 (Definitions and interpretation). This may include varying or omitting existing provisions or inserting new provisions. We will notify You about any such variation and the date that it is to take effect. From the date of effect stated in the notice, the varied clause will apply to all Funding and Services under the Service Agreement, including Funding already provided, or agreed to be provided, to You as at that date.
- (c) Nothing in clauses 1.4(a) or (b) will limit or affect any right of action or remedy that has accrued as at the date that the:
  - (i) new version of a document, specification, guideline, policy, standard, framework or scheme; or
  - (ii) varied clause 3 (Departures from Standard Terms), clause 4 (Specific Terms of Funding) or clause 5 (Definitions and interpretation), takes effect.

---

## 2. Address and Contact details

### 2.1 Your address and Your Contact Officer

Your Contact Officer (person and/or position)	[insert]
Postal address	[insert]
Telephone number	[insert]
Fax number	[insert]
E-mail address	[insert]

### 2.2 Our address and Our Contact Officer

Our Contact Officer (person and/or position)	[insert]
Postal address	[insert]
Telephone number	[insert]
Fax number	[insert]
Email	[insert]

*Note: These are the general address and contact details for the Service Agreement, including for the purposes of sending any notices under the Service Agreement.*

---

## 3. Departures from Standard Terms

### 3.1 Clauses in Standard Terms that do not apply

The following clauses in the Standard Terms do not apply to the Service Agreement:

***Not applicable***

### 3.2 Clauses in Standard Terms that are modified

The following clauses in the Standard Terms are modified in the way specified below.

Clause from Standard Terms	Modification
Clause 3.2(c) (changes to Services)	You may withdraw specific Services to a specific Service User, provided that You give Us at least 6 weeks prior notice or We otherwise agree. Nothing in this clause affects or limits any other obligation that You have under the Service Agreement or any right that We have under the Service Agreement or a Governing Act.
Clause 27 (Dispute resolution)	You cannot seek a review under clauses 27.1 or 27.2 of the Standard Terms in relation to action We take under clause 4.3(f), 4.10 or 4.12 of these Funding and Service Details.

---

## 4. Specific Terms of Funding

### 4.1 Quality Standards

The Services must be delivered in compliance with the Quality Standards unless We notify You otherwise.

### 4.2 Assessment of compliance

- (a) You may be required to demonstrate or provide evidence that Services are being delivered in compliance with the Quality Standards.
- (b) The Quality Framework\* specifies the types of human services:
  - (i) that are In-Scope for Certification;
  - (ii) that are Self-Assessable; or
  - (iii) in relation to which We may accept other current accreditation or certification as evidence that the Services are being delivered in compliance with the Quality Standards.

*\*Note: Refer to clause 1.4 regarding Our ability to issue new versions from time to time.*

- (c) Despite clause 4.2, We may notify You that Services are considered to be of a type described in subclauses 4.2(b)(i), (b)(ii) or (b)(iii) and, following receipt of such a notice, those Services will be treated as such for the purposes of the Service Agreement.

### 4.3 Certification

- (a) For Services that are In-Scope for Certification as at the date the Services are incorporated in a Funding Schedule\*, You must achieve Certification covering the Services by the earlier of:
  - (i) the completion of the first Certification Audit of You to occur after that date; or
  - (ii) 18 months after that date,unless We consider that achieving Certification within that timeframe is not appropriate or reasonably achievable and We agree a different timeframe with You.

*\*Note: For Services included in a Funding Schedule at the Schedule Start Date, this date will be the Schedule Start Date. For Services included after the Schedule Start Date, for example because of a variation, it will be the date that they are included in the Funding Schedule.*

- (b) For Services that become In-Scope for Certification at a date after they are incorporated in a Funding Schedule, You must achieve Certification covering the Services by the earlier of:
  - (i) the completion of the first Certification Audit of You to occur after that date; or
  - (ii) 18 months after that date,unless We consider that achieving Certification within that timeframe is not appropriate or reasonably achievable and We agree a different timeframe with You.
- (c) You must maintain all required Certification for the remainder of the Term.
- (d) You must cooperate with any Certification body in relation to any Certification Audit or other process under the Certification Scheme.
- (e) If You are a corporation and the only Consumer of the Services delivered by You is a director of You, You are not required to demonstrate that the Services are being delivered in accordance with the Quality Standards unless We notify You otherwise.
- (f) If You fail to achieve Certification within the timeframe required under clauses 4.3(a) or 4.3(b) or Certification is withdrawn, We may, by giving You notice, immediately:
  - (i) suspend the Funding,
  - (ii) stop the Funding without terminating the Funding Schedule; or
  - (iii) terminate the Funding Schedule,for any Services to which the Certification relates. We may do this without following the show cause process in the Standard Terms.
- (g) If, under clause 4.3(f):
  - (i) some, but not all, of the Funding under a Funding Schedule is stopped, Our notice will state the changed scope of the Services (if any) and the Service Agreement will be deemed varied in accordance with the notice;

- (ii) a Funding Schedule is terminated, the provisions in clauses 13.3(a) and 13.3(c) of the Standard Terms will apply; or
- (iii) all Funding Schedules are terminated, the Service Agreement will automatically terminate and the provisions in clauses 13.3(b) and 13.3(c) of the Standard Terms will apply.

#### **4.4 Self-assessment**

- (a) Subject to clause 4.4(b), for Services that are Self-Assessable:
  - (i) You must self-assess whether those Services are being delivered in compliance with the Quality Standards, using the self-assessment tool available on or through Our Website or that forms part of any online self-assessment system that We notify You to use instead and in all cases in accordance with the Quality Framework; and
  - (ii) You must promptly and, in any case, immediately upon request, provide a copy of Your self-assessment to Us.
- (b) Clause 4.4(a) does not apply if You hold any current Certification.

#### **4.5 Other accreditation or certification**

For Services of a type described in clause 4.2(b)(iii), You must:

- (a) promptly and, in any case, immediately upon request, provide to Us a copy of any relevant accreditation or certification, together with any supporting or additional information that We may request; and
- (b) maintain that accreditation or certification for the Term.

#### **4.6 Performance review or audit rights not limited**

Nothing in clauses 4.2 to 4.5 limits Our Performance Review or audit rights under the Standard Terms.

#### **4.7 Audit reports**

You agree that:

- (a) any Certification body that conducts a Certification Audit of You may provide Us with a copy of any audit report prepared and any information about You or any of the Services obtained in the course of conducting the Certification Audit; and
- (b) We may use any such Certification Audit report or information as part of Our standard and performance monitoring to ensure that You are complying with Your obligations under the Service Agreement.

#### **4.8 Service report**

Where, in relation to the delivery of any of the Services, a Funding Schedule specifies that the Services have a measure of a service report, the delivery of those Services must be in accordance with the attached service report for the specified Service Outlet and output.

#### **4.9 Intentionally deleted**

#### 4.10 Changed Support Needs and NDIS Transition

- (a) If, at any time:
- (i) You reduce or cease to deliver Services under a Funding Schedule to a particular Service User or a particular Service User under a Funding Schedule elects to cease receiving Services from You; or
  - (ii) We determine, at Our discretion, that any of the Services under a Funding Schedule are no longer required because of the implementation of NDIS Arrangements,
- We may, by giving You notice, do any one or more of the following:
- (iii) immediately stop the Funding or relevant part of the Funding relating to those Services;
  - (iv) require You to repay any unspent part of that Funding to Us within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to Us by You; and
  - (v) reduce the amount of one or more future instalments of the Funding, whether in relation to a particular Service User or otherwise, to reflect any Funding already paid in relation to:
    - A. where subclause (a)(i) applies, the relevant Service User for a period after the Services to that Service User have been reduced or have ceased; or
    - B. where subclause (a)(ii) applies, Services that We consider to fall within the scope of, or to have (or ought to have) transitioned to, the NDIS Arrangements.
- We may do this without following the show cause process in the Standard Terms.
- (b) If, under clause 4.10(a):
- (i) some, but not all, of the Funding under a Funding Schedule is stopped, or the amount of any future instalment is to be reduced, Our notice to You will specify the reduced amount of the Funding and, if relevant, the reduced amount of any future instalment(s) and the changed scope of the Services (if any) and the Service Agreement will be deemed varied in accordance with the notice; or
  - (ii) all of the Funding under a Funding Schedule is stopped, the Funding Schedule will automatically terminate and the provisions in clauses 13.3(a) and 13.3(c) of the Standard Terms will apply.

#### 4.11 Policies

You must have, maintain, implement and act in accordance with policies consistent with the Critical Incident Reporting Policy and the Abuse Neglect and Exploitation Policy.

#### 4.12 Stopping Funding – Additional Provisions

For the purposes of the Service Agreement, the definition of “Specified Action” in the Standard Terms will be considered to include the ability for Us to suspend or stop any part of the Funding under a Funding Schedule, without terminating the entire Funding Schedule. If some, but not all, of the Funding under a Funding Schedule is stopped, the provisions in clauses 13.3(a) (except subclause (ii)) and 13.3(c) of the Standard Terms will apply, with all necessary modifications, to the part of the Funding that is stopped and the Services in relation to which that part of the Funding was provided.

#### 4.13 Survival

Clauses 4.3(g)(ii) and (iii) and 4.10(b)(ii) will survive termination of any Funding Schedule or the Service Agreement.

---

## 5. Definitions and interpretation for Funding and Service Details

5.1 In these Funding and Service Details, unless otherwise stated or a contrary intention appears:

“**Abuse Neglect and Exploitation Policy**” means Our policy about abuse neglect and exploitation, currently titled ‘Preventing and Responding to the Abuse, Neglect and Exploitation of People with Disability’ published on Our Website at the Agreement Commencement Date and includes any new version from time to time notified to You under clause 1.4(a);

“**Certification**” means certification for the purposes of the Certification Scheme, by an external body accredited by JAS-ANZ, that human services comply with the Quality Standards;

“**Certification Audit**” means a certification, re-certification or maintenance audit conducted under the Certification Scheme;

**“Certification Scheme”** means the ‘Human Services Scheme Part 1 – Common requirements for bodies certifying Human Services’ and ‘Human Services Scheme Part 2 – Additional requirements for bodies certifying Human Services in Queensland’ approved by JAS-ANZ under which bodies accredited by JAS-ANZ can, through Certification Audits, certify and re-certify that an organisation is delivering human services in compliance with the Quality Standards, published on the website at [www.jas-anz.com.au](http://www.jas-anz.com.au) or such other website as We may from time to time notify You;

**“Consumer”** means a person with a ‘disability’, within the meaning of the *Disability Services Act 2006*, as amended from time to time, to whom You deliver Services;

**“Critical Incident Reporting Policy”** means Our policy about critical incident reporting, currently titled ‘*Critical Incident Reporting Policy*’ published on Our Website at the Agreement Commencement Date and includes any new version from time to time notified to You under clause 1.4(a);

**“Individual Support Plan”** means a document in writing (as amended from time to time) between You and a Service User, their family, guardian, advocate or financial manager about the disability services to be delivered to the Service User and how those services will be delivered to meet the Service User’s identified goals;

**“In-Scope for Certification”** means, subject to clause 4.2(c), human services of a type subject to the audit and Certification requirements of the Certification Scheme, determined under the Quality Framework;

**“JAS-ANZ”** means the Joint Accreditation System of Australia and New Zealand;

**“NDIS”** means the Commonwealth’s National Disability Insurance Scheme, established under the *National Disability Insurance Scheme Act 2013* (Cth), as amended from time to time;

**“NDIS Arrangements”** means any agreement, understanding or other arrangement entered into by the State of Queensland with the Commonwealth in connection with the operation of the NDIS;

**“Online Reporting System”** means Our online reporting system for the electronic lodgement of data and reports and which is:

- (a) subject to subparagraph (b), and unless stated otherwise in the Reporting Requirements, P2i; or
- (b) as otherwise notified by Us to You from time to time;

**“Our Website”** means the website at [Department of Child Safety, Seniors and Disability Services \(dcssds.qld.gov.au\)](http://Department of Child Safety, Seniors and Disability Services (dcssds.qld.gov.au)) or such other website as We may from time to time notify You;

**“P2i”** means Our reporting system known as ‘Procure to Invest’ and which is available through Our Website or as otherwise notified by Us from time to time;

**“Quality Framework”** means the ‘Human Services Quality Framework’ published on Our Website at the Agreement Commencement Date and includes any new version from time to time notified to You under clause 1.4(a).

**“Quality Standards”** means the ‘Human Services Quality Standards’ forming part of the Quality Framework;

**“Self-Assessable”** means, subject to clause 4.2(c), human services of a type subject to self-assessment for compliance with the Quality Standards, determined under the Quality Framework;

**“Service Outlet”** means a place at or through which any of the Services are delivered; and

**“Standard Terms”** means the document titled ‘*Service Agreement - Standard Terms*’ version 1.1, published on the website at [DPW Word template - blue \(chde.qld.gov.au\)](http://DPW Word template - blue (chde.qld.gov.au)) such other website as We may from time to time notify You, as updated or replaced from time to time in accordance with clause 1.2(d) of the Standard Terms.

*Note: If You cannot locate the Standard Terms, please contact Us and We will assist You or provide You with a copy.*

**5.2** References to ‘items’ mean items in a Funding Schedule.

**5.3** Subject to clause 5.1, capitalised terms used in these Funding and Service Details have the meanings given in the Standard Terms.

# EXECUTED as an Agreement

**SIGNED** for and on behalf of **STATE OF QUEENSLAND**,  
acting through the Department of Child Safety, Seniors  
and Disability Services )  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(signature)

a duly authorised person, in the presence of:

\_\_\_\_\_  
(signature of witness)

\_\_\_\_\_  
(name of witness)

\_\_\_\_\_  
(date)

**[CHOOSE ONE OF THE TWO EXECUTION CLAUSES BELOW. DELETE THIS TEXT]**

**[EXECUTION CLAUSE – Entity Other Than A Company. DELETE THIS TEXT]**

**SIGNED** by **[insert name] [insert position]** for and on  
behalf of **[insert name of funded organisation]** as its  
duly authorised officer, in the presence of: )  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
(signature of witness)

\_\_\_\_\_  
(name of witness)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

**[OR EXECUTION CLAUSE – Company. DELETE THIS TEXT]**

**SIGNED** for and on behalf of **[insert name of  
corporation]** in accordance with section 127 of the  
*Corporations Act 2001*

\_\_\_\_\_  
(signature of director/secretary)

\_\_\_\_\_  
(name of director/secretary)

\_\_\_\_\_  
(signature of director)

\_\_\_\_\_  
(name of director)

\_\_\_\_\_  
(date)